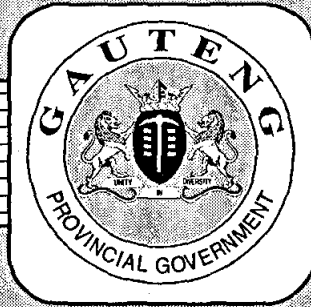


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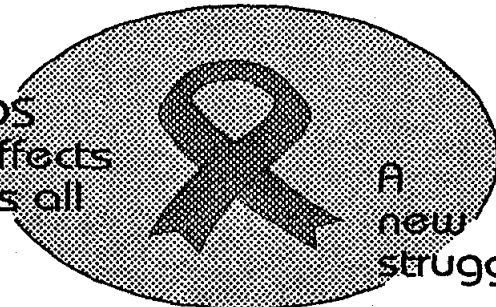
Vol. 11

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## LOCAL AUTHORITY NOTICE

### LOCAL AUTHORITY NOTICE 3159

#### EKURHULENI METROPOLITAN MUNICIPALITY DECLARATION AS AN APPROVED TOWNSHIP AND AMENDMENT OF THE BOKSBURG TOWN PLANNING SCHEME, 1991

In terms of the provisions of Section 103(1) of the Town-planning and Townships Ordinance, 1986, the Ekurhuleni Metropolitan Municipality hereby declares Parkrand Extension 4 township, situated on Portion 138 (a portion of Portion 130) of the farm Leeuwpoot 113 IR, to be an approved township, subject to the conditions set out in the schedule hereto.

#### SCHEDULE

Conditions under which the application made by SVA DEVELOPMENTS (PROPRIETARY) LIMITED in terms of the provisions of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) for permission to establish a township on Portion 138 (a portion of Portion 130) of the farm Leeuwpoot 113 IR, has been granted.

#### 1. CONDITIONS OF ESTABLISHMENT

##### 1.1 NAME

The name of the township shall be Parkrand Extension 4.

##### 1.2 DESIGN

The township shall consist of the erven as indicated on General Plan S.G. No. 2264/2005.

##### 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of rights to minerals, but excluding the following servitudes, which do not affect the township area:

- 1.3.1 A servitude in favour of ESKOM by virtue of Notarial Deed K2077/1980s, substituted by Notarial Deed K1665/1985s – route description, as contained in Paragraph 3 in Deed of Transfer No T173859/2004, which reads as follows: "3. The former remaining extent of the Farm Leeuwpoot 113, measuring 2133,4632 hectares, of which the property transferred forms a portion, is by virtue of Notarial Deed K2077/80s subject to a servitude in perpetuity to convey electricity across the said property by means of one transmission line consisting of wires or cables and/or other appliances underground or overhead in favour of ESKOM together with ancillary rights." ; and Paragraph 4 in Deed of Transfer No T173859/2004, which reads as follows: "4. The former remaining extent of the said Farm Leeuwpoot 113, in extent 1942,7660 hectares (of which the property hereby transferred forms a part) is by virtue of Notarial Deed K1665/85s subject to a servitude in favour of ESKOM, its successors and assigns of licensees the right in perpetuity to convey electricity across the said property by means of underground cables or other appliances laid under the surface of the ground, together with ancillary rights, as defined by the line AB on diagram S.G. No. A7493/82 as will more fully appear from reference to the said Notarial Deed."
- 1.3.2 A servitude in favour of ESKOM by virtue of Notarial Deed K4455/1987s, as contained in Paragraph 5 in Deed of Transfer No T173859/2004, which reads as follows: "5. The former remaining extent of the said Farm Leeuwpoot 113, measuring 1931,2940 hectares (a portion where of is hereby transferred) is by virtue of Notarial Deed K4455/87s subject to a servitude to convey electricity in favour of Eskom, together with ancillary rights and subject to conditions as will more fully appear with reference to the said Notarial Deed." Vide also Diagram S.G. No. A3532/1998.
- 1.3.3 A servitude in favour of the Transitional Local Council of Boksburg by virtue of Notarial Deed of Servitude K1752/2000s, as contained in Paragraph 6 in Deed of Transfer No T173859/2004, which reads as follows: "6. By virtue of a Notarial Deed of Servitude K1752/2000s the

withinmentioned property is subject to servitudes for Sewerage purposes in favour of the Transitional Local Council of Boksburg." Vide also Diagram S.G. No. 11331/1999.

- 1.3.4 A servitude in favour of Eskom by virtue of Notarial Deed of Servitude K8534/2003s, as contained in Paragraph 7 in Deed of Transfer No T173859/2004, which reads as follows: "7. By virtue of Notarial Deed of Servitude K8534/2003s dated 25/6/2003 the withinmentioned property is subject to a perpetual Electrical Powerline Servitude in favour of Eskom. The said servitude is depicted by figure ABCDEFGA on Diagram S.G. Nr. 3280/2003 thereto annexed. As will more fully appear from the said Notarial Deed."
- 1.4 **ACCESS**  
No ingress to or egress from Road K155 shall be allowed.
- 1.5 **ACCEPTANCE AND DISPOSAL OF STORMWATER**  
The township owner shall arrange for the drainage of the township to fit in with that of Roads K116 and K155 and for all stormwater running off or being diverted from the said roads to be received and disposed of.
- 1.6 **ERECTION OF FENCE OR OTHER PHYSICAL BARRIER NEXT TO PROVINCIAL ROADS**  
The township owner shall at its own expense, erect a fence or other physical barrier to the satisfaction of the Director: Department of Public Transport, Roads and Works, as and when required by him to do so and the township owner shall maintain such fence or physical barrier in good order and repair until such time as this responsibility is taken over by the local authority.
- 1.7 The township owner shall bear the cost of any acoustic barriers.
- 1.8 **REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES**  
If, by reason of the establishment of the township, it becomes necessary to remove or replace any existing municipal services, the cost thereof shall be borne by the township owner.
- 1.9 **OBLIGATIONS WITH REGARD TO ESSENTIAL ENGINEERING SERVICES**
- 1.9.1 The township owner shall within such period as the local authority may determine, fulfill its obligations in respect of the provision of water, electricity and sanitary services and the installation of systems therefore, as well as the construction of the roads and stormwater drainage system as previously agreed upon between the township owner and the local authority.
- 1.9.2 Once water, sewer and electrical networks have been installed, the same will be transferred to the local authority, free of cost, which shall maintain these networks (except internal streetlights) subject to 1.9.1 above.
- 1.9.3 The Section 21 Company will be responsible for the maintenance of the internal roads (including stormwater) and the internal street lights (including electrical power usage).
- 1.9.4 The township owner is liable for the erection and maintenance of street name signs on the private road.
2. **CONDITIONS OF TITLE**
- 2.1 **ALL ERVEN**
- 2.1.1 As this erf forms part of land which is or may be undermined and liable to subsidence, settlement, shock and cracking due to mining operations past, present or future, the owner thereof accepts all liability for any damage thereto and to any structure thereon which may result from such subsidence, settlement, shock or cracking.

- 2.1.2 As this erf forms part of land which may be subject to dust pollution and noise due to mining activities past, present or future in the vicinity thereof, the owner thereof accepts all liability for any inconvenience which may be experienced as a result of such mining activities.
- 2.1.3 This erf forms part of land which is, or may be, undermined by or on behalf of the holder of the mining rights to a depth which will not be less than 90(ninety) meters below surface and which will, furthermore, be carried on in accordance with such directives and/or conditions which may be laid down in terms of any law regulating mining from time to time.
- 2.1.4 SASOL GAS LIMITED shall be indemnified against any loss or damage that SASOL GAS LIMITED, its employees, servants, agents or successors in title may suffer and/or against any claims which may be brought against SASOL GAS LIMITED, its employees, servants, agents or successors in title as a result of the construction or maintenance of the services in the vicinity of SASOL GAS LIMITED's gas pipeline, provided that the township owner shall not be liable for any damage, injury, death, loss or claim arising from any act or omission, whether willful or negligent, of SASOL GAS LIMITED, its employees, servants, agents or successors in title.
- 2.2 ALL ERVEN [EXCEPT ERF 1515 (PRIVATE ROAD)].
- 2.2.1 The erf is subject to a servitude, 2m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary, and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf when required by the local authority: Provided that the local authority may dispense with any such servitude.
- 2.2.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 2.2.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.
- 2.2.4 Every owner of an erf, or of any subdivided portion thereof, or any person who has an interest therein shall become and shall remain a member of the Home Owner's Association and shall be subject to its constitution until such ownership ceases to exist.
- 2.2.5 The erf may not be transferred without the prior written consent of the Section 21 Company, or the universitas personarum (Home Owner's Association).
- 2.2.6 The term "Home Owner's Association" in the aforesaid conditions of title shall mean an association incorporated in terms of Section 21 of the Companies Act, 1973 (Act 61 of 1973) as amended, or a universitas personarum.
- 2.2.7 The erf is entitled to a right-of-way servitude over Erf 1515 [private road].
- 2.3 ERF 1515 (PRIVATE ROAD)
- 2.3.1 The erf is subject to a right-of-way servitude in favour of all erven taking access from it.
- 2.3.2 The entire erf is subject to a servitude for sewerage, water, electrical and other municipal services in favour of the local authority.

**BOKSBURG TOWN PLANNING SCHEME, 1991: AMENDMENT SCHEME 1218**

The Ekurhuleni Metropolitan Municipality (Boksburg Customer Care Centre) hereby, in terms of the provisions of Section 125(1) of the Town-planning and Township Ordinance, 1986, declares that it has adopted an amendment scheme being an amendment to the Boksburg Town Planning Scheme, 1991 comprising the same land included in Parkrand Extension 4 township.

A copy of the said town-planning scheme as approved, is open for inspection at all reasonable times at the office of the Area Manager: Development Planning, Civic Centre, Boksburg and the office of the Head of Department, Department Development Planning and Local Government, Gauteng Provincial Government, Johannesburg. The said amendment is known as Boksburg Amendment Scheme 1218.

**PAUL MAVI MASEKO, CITY MANAGER, EKURHULENI METROPOLITAN MUNICIPALITY, CIVIC CENTRE, BOKSBURG**

**PLAASLIKE BESTUURSKENNISGEWING 3159**

**EKURHULENI METROPOLITAANSE MUNISIPALITEIT  
VERKLARING TOT GOEDGEKEURDE DORP EN WYSIGING  
VAN DIE BOKSBURG DORPSBEPLANNINGSKEMA, 1991**

Ingevolge die bepalings van Artikel 103(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, verklaar die Ekurhuleni Metropolitaanse Munisipaliteit hierby die dorp Parkrand Uitbreiding 4, geleë op Gedeelte 138 ('n gedeelte van Gedeelte 130) van die plaas Leeuwpoot 113 IR, tot 'n goedgekeurde dorp, onderworpe aan die voorwaardes uiteengesit in die bygaande Bylae.

**BYLAE**

Voorwaardes waarop die aansoek gedoen deur SVA DEVELOPMENTS (PROPRIETARY) LIMITED ingevolge die bepalings van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986) om toestemming om 'n dorp op Gedeelte 138 ('n gedeelte van Gedeelte 130) van die plaas Leeuwpoot 113 IR, te stig, toegestaan is.

- 1. STIGTINGSVOORWAARDES**
  - 1.1 **NAAM**  
Die naam van die dorp is Parkrand Uitbreiding 4.
  - 1.2 **ONTWERP**  
Die dorp bestaan uit die erwe soos aangedui op Algemene Plan S.G. No. 2264/2005.
  - 1.3 **BESKIKKING OOR BESTAANDE TITELVOORWAARDES**  
Alle erwe sal onderworpe gemaak word aan bestaande titelvoorwaardes en serwitute, indien enige, met inbegrip van die voorbehoud van die regte op minerale, maar uitgesonderd die volgende serwitute wat nie die dorp raak nie:
    - 1.3.1 'n Serwituut ten gunste van ESKOM, kragtens Notariële Akte K2077/1980s, vervang deur Notariële Akte K1665/1985s – roetebeskrywing, soos vervat in Paragraaf 3 in Akte van Transport No T173859/2004, wat as volg lees: "3. The former remaining extent of the Farm Leeuwpoot 113, measuring 2133,4632 hectares, of which the property transferred forms a portion, is by virtue of Notarial Deed K2077/80s subject to a servitude in perpetuity to convey electricity across the said property by means of one transmission line consisting of wires or cables and/or other appliances underground or overhead in favour of ESKOM together with ancillary rights."; en Paragraaf 4 in Akte van Transport No T173859/2004, wat as volg lees: "4. The former remaining extent of the said Farm Leeuwpoot 113, in extent 1942,7660 hectares (of which the property hereby transferred forms a part) is by virtue of Notarial Deed K1665/85s subject to a servitude in favour of ESKOM, its successors and assigns of licensees the right in perpetuity to convey electricity across the said property by means of underground cables or

other appliances laid under the surface of the ground, together with ancillary rights, as defined by the line AB on diagram S.G. No. A7493/82 as will more fully appear from reference to the said Notarial Deed."

- 1.3.2 'n Serwituut ten gunste van ESKOM kragtens Notariële Akte K4455/1987s, soos vervat in Paragraaf 5 in Akte van Transport No T173859/2004, wat as volg lees: "5. The former remaining extent of the said Farm Leeuwpoot 113, measuring 1931,2940 hectares (a portion where of is hereby transferred) is by virtue of Notarial Deed K4455/87s subject to a servitude to convey electricity in favour of Eskom, together with ancillary rights and subject to conditions as will more fully appear with reference to the said Notarial Deed." Sien ook Diagram S.G. No. A3532/1998.
- 1.3.3 'n Serwituut ten gunste van die Plaaslike Oorgangsraad van Boksburg kragtens Notariële Akte van Serwituut K1752/2000s, soos vervat in Paragraaf 6 in Akte van Transport No T173859/2004, wat as volg lees: "6. By virtue of a Notarial Deed of Servitude K1752/2000s the withinmentioned property is subject to servitudes for Sewerage purposes in favour of the Transitional Local Council of Boksburg." Sien ook Diagram S.G. No. 11331/1999.
- 1.3.4 'n Serwituut ten gunste van ESKOM kragtens Notariële Akte van Serwituut K8534/2003s, soos vervat in Paragraaf 7 in Akte van Transport No T173859/2004, wat as volg lees: "7. By virtue of Notarial Deed of Servitude K8534/2003s dated 25/6/2003 the withinmentioned property is subject to a perpetual Electrical Powerline Servitude in favour of ESKOM. The said servitude is depicted by figure ABCDEFGA on Diagram S.G. Nr. 3280/2003 thereto annexed. As will more fully appear from the said Notarial Deed."
- 1.4 **TOEGANG**  
Geen ingang tot of uitgang van Pad K155 sal toegelaat word nie.
- 1.5 **ONTVANGS EN VERSORGING VAN STORMWATER**  
Die dorpselenaar moet die stormwaterdreinerings van die dorp so reël dat dit inpas met die van Pad K116 en K155 en moet die stormwater wat van die paaie afloop of afgelei word, ontvang en versorg
- 1.6 **OPRICHTING VAN HEINING OF ANDER FISIESE VERSPERRING**  
Die dorpselenaar moet op eie koste 'n heining of ander fisiese versperring oprig tot bevrediging van die Direkteur, Departement van Openbare Vervoer, Paale en Werke, soos en wanneer deur hom verlang om dit te doen en die dorpselenaar moet sodanige heining of fisiese versperring in 'n goeie toestand hou tot tyd en wyl hierdie verantwoordelikheid deur die plaaslike bestuur oorgeneem word.
- 1.7 Die dorpselenaar sal verantwoordelik wees die koste ten opsigte van akoestiese versperrings.
- 1.8 **VERWYDERING OF VERVANGING VAN MUNISIPALE DIENSTE**  
Indien dit, as gevolg van die stigting van die dorp, nodig word om enige bestaande munisipale dienste te verwyder of te vervang, moet die koste daarvan deur die dorpselenaar gedra word.
- 1.9 **VERPLIGTINGE MET BETREKKING TOT INGENIEURSDIENSTE**
- 1.9.1 Die dorpselenaar moet, binne sodanige tydperk as wat die plaaslike bestuur mag bepaal, sy verpligtinge met betrekking tot die voorsiening van water, elektrisiteit en sanitêredienste en die installering van stelsels daarvoor, met inbegrip van die konstruksie van paaie en stormwater dreineringsstelsels, soos voorheen ooreengekom tussen die dorpselenaar en die plaaslike bestuur, nakom.

- 1.9.2 Sodra water, riool en elektriese netwerke geïnstalleer is, sal sodanige stelsels kosteloos aan die plaaslike bestuur oorgedra word wie die netwerke sal onderhou (uitgesluit interne straatligte) onderworpe aan 1.9.1 hierbo.
- 1.9.3 Die Artikel 21 Maatskappy sal verantwoordelik wees vir die onderhoud van die interne paale (Ingesluit stormwater) en interne straatligte (met Inbegrip van elektriese kraggebruik).
- 1.9.4 Die dorpselenaar is verantwoordelik vir die oprigting en onderhoud van straatnaamborde op die privaatpad.

## 2. TITELVOORWAARDES

### 2.1 ALLE ERWE

- 2.1.1 Aangesien hierdie erf deel vorm van grond wat ondermyn is of ondermyn mag word en onderhewig mag wees aan versakking, vassakking, skok en krake as gevolg van myn bedrywighede in die verlede, die hede en die toekoms, aanvaar die eienaar daarvan alle verantwoordelikheid vir enige skade aan die grond of geboue daarop as gevolg van sodanige, versakking, vassakking, skok of krake.
- 2.1.2 Aangesien hierdie erf deel vorm van grond wat onderhewig mag wees aan stofbesoedeling en geraas as gevolg van mynbedrywighede in die verlede, die hede en die toekoms in die omgewing daarvan, aanvaar die eienaar daarvan alle verantwoordelikheid vir enige ongerief wat ondervind mag word as gevolg van sodanige mynbedrywighede.
- 2.1.3 Die erf vorm deel van grond wat ondermyn is deur of namens die houër van die mynregte tot die diepte wat nie minder as 90 (negentig) meter onder die oppervlakte sal wees nie en sal verder mee voortgegaan word, in ooreenstemming met sodanige riglyne en/of voorwaardes wat van tyd tot tyd neergeleë mag word ingevolge enige wet wat mynbedrywighede beheer.
- 2.1.4 SASOL GAS BEPERK sal gevrywaar wees teen enige verlies of skade wat SASOL GAS BEPERK, sy werknemers, bediendes, agente of opvolgers in titel mag ly en/of teen enige eise wat gebring mag word teen SASOL GAS BEPERK, sy werknemers, bediendes, agente of opvolgers in titel as gevolg van die oprigting of onderhoud van dienste in die omgewing van SASOL GAS BEPERK se gaspyplyn, met dien verstande dat die dorpselenaar nie aanspreeklik sal wees vir enige skade, besering, dood of eis wat mag ontstaan as gevolg van enige daad of versuim, met opset of as gevolg van nalatigheid, van SASOL GAS BEPERK, sy werknemers, bediendes, agente of opvolgers in titel.

### 2.2 ALLE ERWE [UITGESONDER ERF 1515 (PRIVAAT PAD)]

- 2.2.1 Die erf is onderworpe aan 'n serwituut, 2m breed, vir riolering – en ander munisipale doeleindes, ten gunste van die plaaslike bestuur, langs enige twee grense, uitgesonderd 'n straatgrens en, in die geval van 'n pypsteelerf, 'n addisionele serwituut vir munisipale doeleindes 2m breed oor die toegangsgedeelte van die erf, indien en wanneer verlang deur die plaaslike bestuur. Met dien verstande dat die plaaslike bestuur van enige sodanige serwituut mag afsien.
- 2.2.2 Geen gebou of ander struktuur mag binne die voormelde serwituut gebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut, of binne 'n afstand van 2m daarvan geplant word nie.
- 2.2.3 Die plaaslike bestuur is geregtig om enige materiaal wat deur horn uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpypleidings en ander werke wat hy na goeiddunke noodsaaklik ag, tydelik te plaas op die grond wat aan die voormelde serwituut grens en voorts is die plaaslike bestuur geregtig tot redelike toegang tot gemelde grond vir die voormelde doel, onderworpe daaraan dat die plaaslike bestuur enige skade vergoed wat



gedurende die aanleg, onderhoud of verwydering van sodanige rioolhoofpypleidings en ander werke veroorsaak word.

- 2.2.4 Elke eienaar van 'n erf, of van 'n onderverdeelde gedeelte daarvan, of enige persoon wat 'n belang daarin het sal 'n lid word van die Huiseienaarsvereniging en sal 'n lid bly en sal onderworpe wees aan die grondwet daarvan totdat sodanige eienaarskap ophou om te bestaan.
- 2.2.5 Die erf mag nie oorgedra word sonder die vooraf geskrewe toestemming van die Artikel 21 Maatskappy, of die universitas personarum (Huiseienaarsvereniging), nie.
- 2.2.6 Die term "Huiseienaarsvereniging" in die voormelde titelvoorwaardes beteken 'n vereniging, geïnkorporeer ingevolge Artikel 21 van die Maatskappyywet, 1973 (Wet 61 van 1973) soos gewysig, of 'n universitas personarum.
- 2.2.7 Die erf is geregtig op 'n reg van weg servituut oor Erf 1515 (Privaat pad).
- 2.3 **ERF 1515 (PRIVAAT PAD)**
- 2.3.1 Die erf is onderworpe aan 'n reg van weg servituut ten gunste van alle erwe wat toegang daarvan neem.
- 2.3.2 Die erf in sy geheel is onderworpe aan 'n servituut vir riool, water, elektrisiese en ander munisipale dienste ten gunste van die plaaslike bestuur.

**BOKSBURG DORPSBEPLANNINGSKEMA: WYSIGINGSKEMA 1218**

Die Ekurhuleni Metropolitaanse Munisipaliteit (Boksburg Klëntedienssentrum) verklaar hiermee Ingevolge die bepaling van Artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, dat dit 'n wysiging van die Boksburg Dorpsbeplanningskema, 1991, wat betrekking het op die grond ingesluit in die dorp Parkrand Uitbreiding 4, aanvaar het.

'n Afskrif van die gemelde Dorpsbeplanningskema soos aanvaar, lê te alle redelike tye ter insae in die kantoor van die Areabestuurder: Ontwikkelingsbeplanning, Burgersentrum, Boksburg en in die kantoor van die Hoof van die Departement, Departement Ontwikkelingsbeplanning en Plaaslike Regering, Gauteng Provinsiale Regering, Johannesburg. Die gemelde wysingskema staan bekend as Boksburg Wysigingskema 1218.

**PAUL MAVI MASEKO, STADSBESTUURDER, EKURHULENI METROPOLITAANSE MUNISIPALITEIT, BURGERSENTRUM, BOKSBURG**

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Mrs H. Wolmarans Tel.: (012) 334-4591

**Fax number:** (012) 323-8805

**E-mail address:** [awvanzyl@print.pwv.gov.za](mailto:awvanzyl@print.pwv.gov.za)

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**HENNIE MALAN**

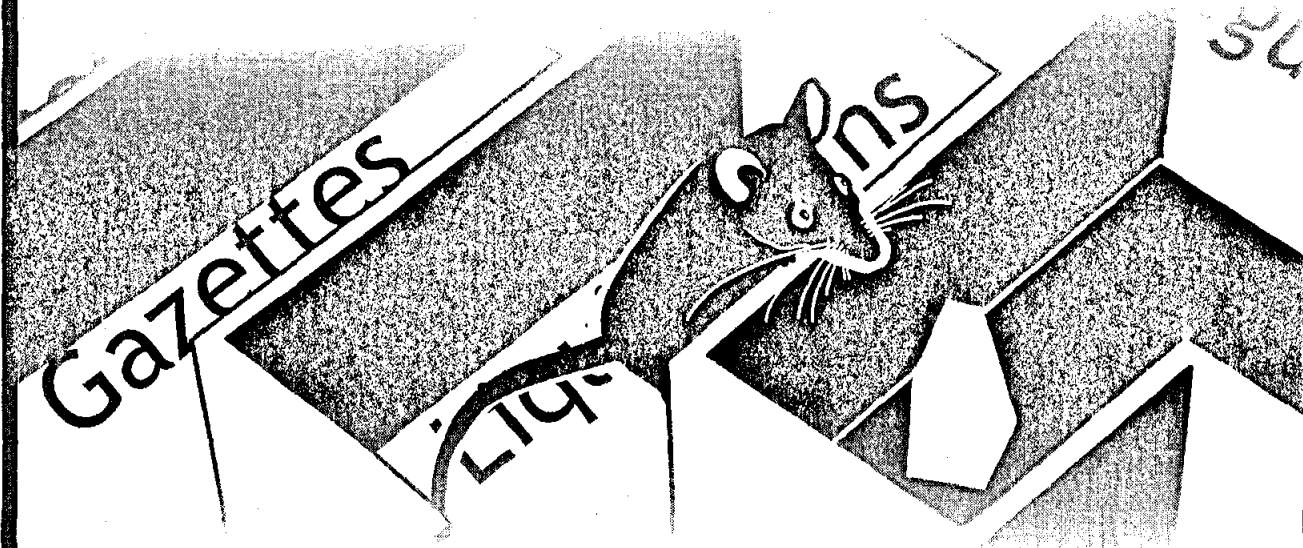
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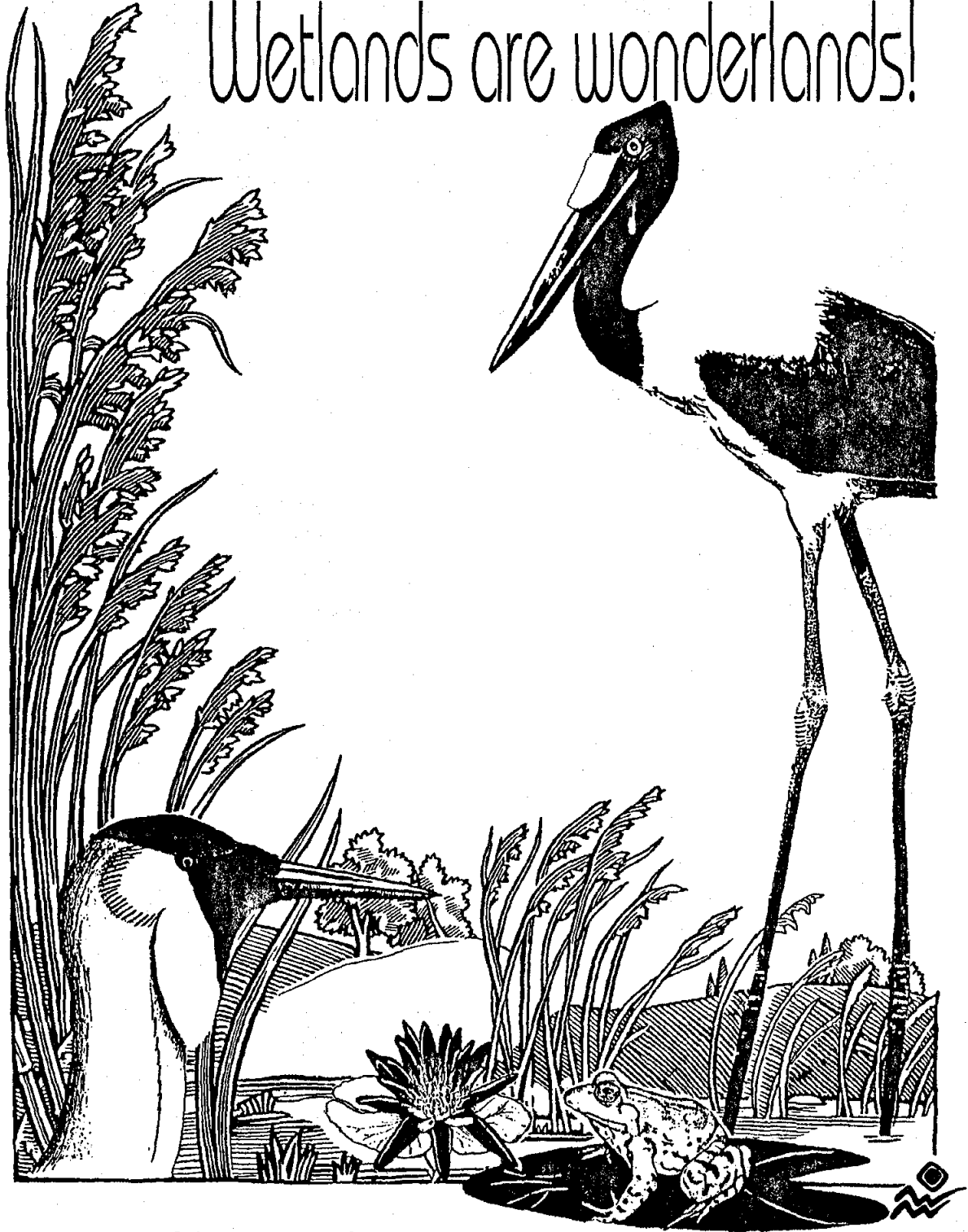
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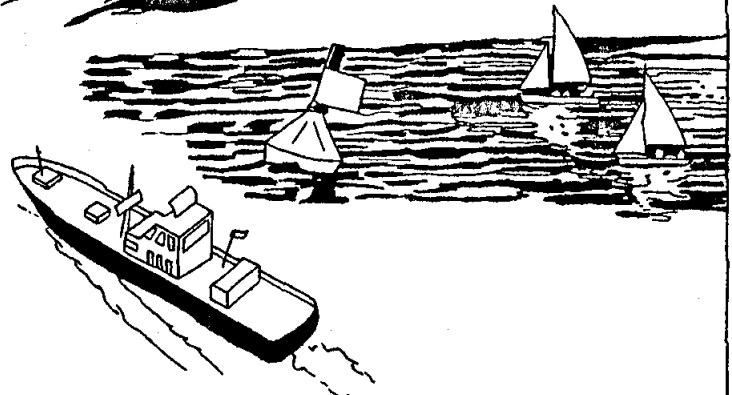
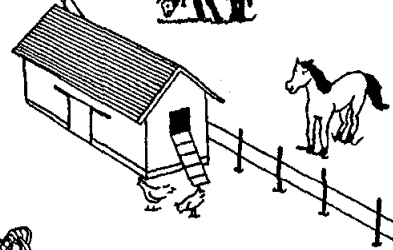
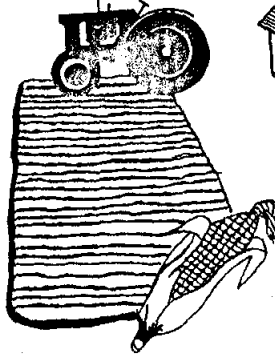
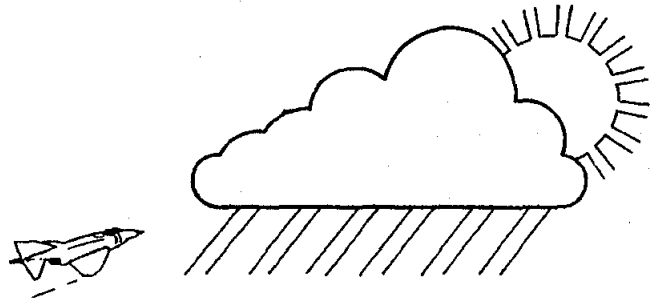
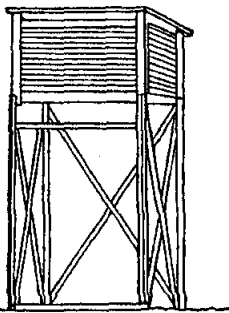
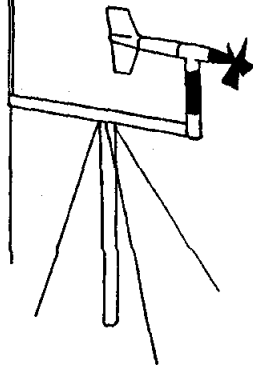
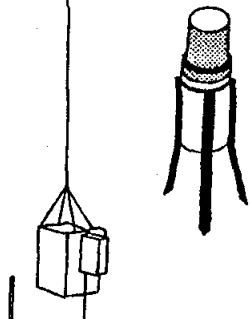
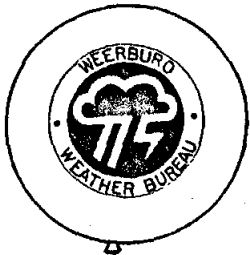
# Wetlands are wonderlands!



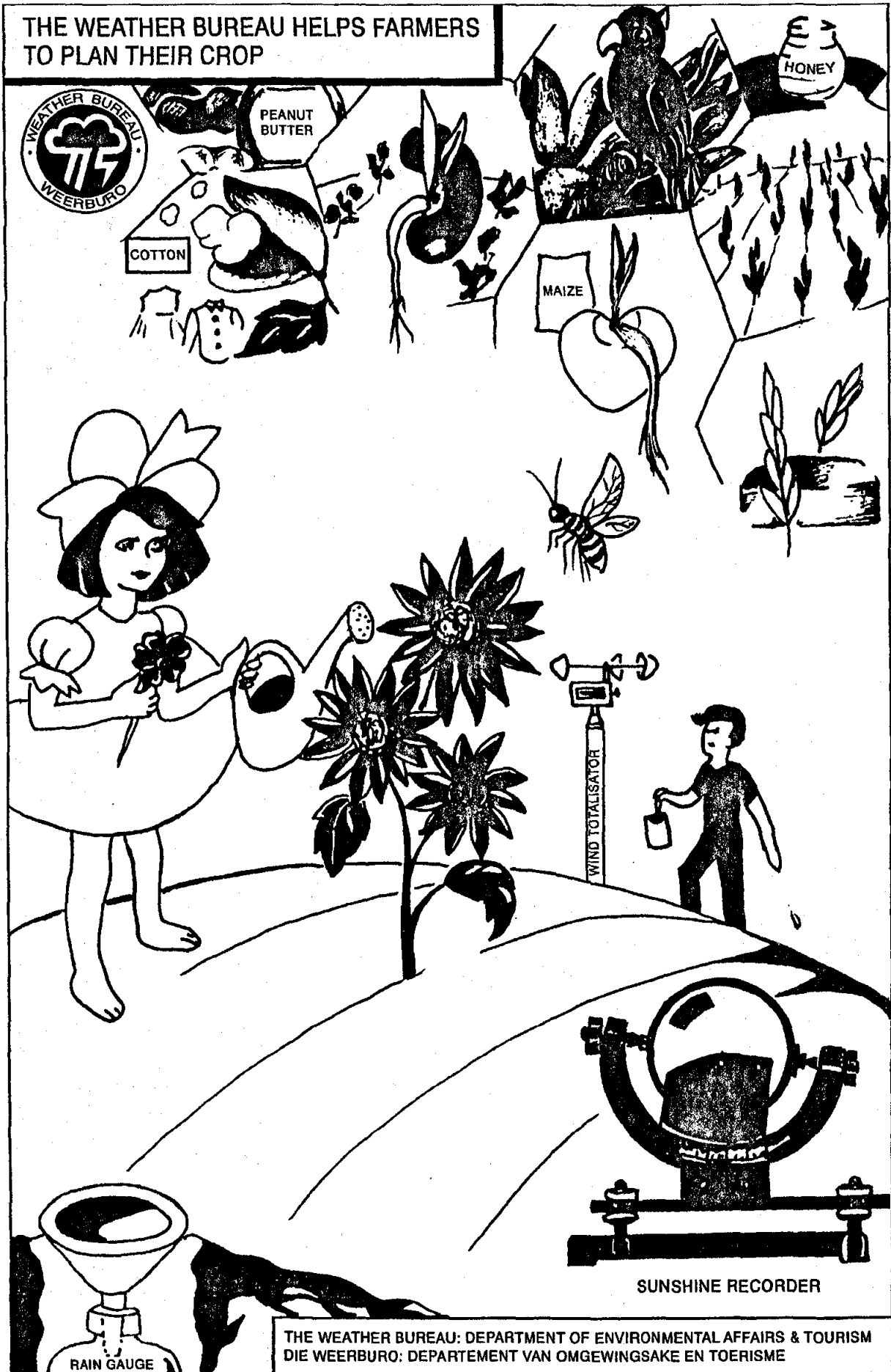
Department of Environmental Affairs and Tourism

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